

Memorandum of Understanding Between



Monterey Peninsula Regional Park District and Pacific Grove Museum of Natural History

This Memorandum of Understanding (MOU) establishes a community partnership between the Monterey Peninsula Regional Park District (MPRPD) and the Museum Foundation of Pacific Grove, Inc. DBA the Pacific Grove Museum of Natural History (PGMNH). Together, the parties enter into this MOU to mutually promote academic success and educational, outdoor experiences for school-aged youth within our community. Funding support is derived from PGMNH's general operations and grant funding.

I. MISSION

Pacific Grove Museum of Natural History's mission is to "inspire discovery, wonder, and stewardship of our natural world." PGMNH's vision is to inspire a diverse community to explore and conserve the natural and cultural wonders of the Central California Coast. The Museum Foundation of Pacific Grove, Inc. is a non-profit 501.c.3 organization that operates the Pacific Grove Museum of Natural History. The PGMNH was founded in 1883, and has been accredited by the American Association of Museums since 1972, the first such institution in Monterey County.

MPRPD's mission is to "acquire and maintain open space in the district for preservation and use, working with partners and the community, for public benefit, enjoyment and environmental protection." The organization's vision is to be an inspirational, inclusive, respected, sustainable and valued open space district that collaborates with and serves the community and its conservation needs through interconnected open spaces, public parks, education and advocacy for the entire community. Established in 1972, the District's current boundaries cover over 500 square miles and include Carmel Valley, Pebble Beach and the Big Sur Coast and the seven incorporated cities on the Monterey Peninsula. The District is governed by an elected Board of Directors, representing the citizens in each of five wards. Programs include the stewardship of parks and preserves, conservation, open space and land use planning and education/outreach.

II. PURPOSE AND SCOPE

In support of both party's missions, the PGMNH, located at 165 Forest Avenue, Pacific Grove, CA 93950 and MPRPD's Environmental Education and Community Outreach Program, located at 4860 Carmel Valley Rd, Carmel-By-The-Sea, CA 93923, will work in partnership to deliver a watershed monitoring education program for students along the Carmel River. The partnership will also provide professional development opportunities for teachers. Student and teacher-related programs will be delivered on MPRPD properties.

PGMNH extant lessons will be paired with best practices in watershed education and student-based citizen science programs.

During the 2018-19 fiscal year, the Watershed Guardians education program expects to serve approximately 1500 students and 50 classroom teachers from schools based in and around Monterey County through student programs and have 30 teachers participate in professional development. Museum staff will deliver single-day experiences that will take place at sites along the Carmel River, including at de Dampierre Park, Garland Ranch Regional Park, and Palo Corona Regional Park; implement at least two, single-day teacher development workshops; and, complete an evaluation of the watershed education programs.

The PGMNH staff will continue to develop and deliver:

- 1) watershed monitoring education programs for the Carmel River Watershed;
- 2) a minimum of two (2) single-day teacher development workshops that incorporate local watershed science and citizen science/project-based science programs that teachers can implement with their students; and
- 3) share the results of annual evaluations of the education programs reach and data collection

The MPRPD staff will continue to provide:

- 1) access to parklands and facilities, including de Dampierre Park, Garland Ranch, and Palo Corona Regional Parks;
- 2) support for the coordination and logistics of field trips; and
- 3) marketing and outreach support for field trips and teacher workshops

It is planned that staff commitment, in support of the Watershed Guardians Program, will be:

- (PGMNH) Watershed Guardians Program Coordinator: full-time for delivery of in-class and field watershed education program, two (2) professional development and school program evaluations for approximately 1500 students and 50 teachers. Each month will send all scheduled events for the following month to MPRPD Environmental Education and Community Outreach staff, or a designated representative, for review. Will alert designated staff immediately of additional events, or changes, after this time.
- (PGMNH) Community Science Program Manager: oversight, continued development, and coordination of Watershed Guardians Program
- (PGMNH) Director of Community Engagement: oversight and coordination of Watershed Guardians Program
- (MPRPD) Environmental Education Supervisor: assists with marketing, planning and facilitation of professional development teacher workshops
- (MPRPD) to MPRPD Environmental Education and Community Outreach staff, or a designated representative: coordinates MPRPD schedule and facilities use for Watershed Guardians programing through collaboration with Watershed Guardians Program Coordinator

III. RESPONSIBILITIES

Each party will appoint a person to serve as each respective organization's official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

Jackie Nelson, Environmental Education Supervisor
Monterey Peninsula Regional Park District
Mailing Address: P.O. Box 223340, Carmel, CA 93922
Physical Address: 4860 Carmel Valley Road, Carmel, CA 93923
831.372.3196, Ext. 109
nelson@mprpd.org

Juan Govea, Director of Community Engagement
Pacific Grove Museum of Natural History
165 Forest Avenue, Pacific Grove, CA 93950
831.648.5716, Ext. 14
Govea@pgmuseum.org

The organizations agree to the following responsibilities:

MPRPD will:

- Provide qualified staff support and site expertise;
- Provide access on MPRPD lands;
- Be responsible for all damages to persons or property that occur as a result of MPRPD's or its officers, agents, employees, and/or servants fault or negligence in connection with MPRPD's participation in the Activity; and
- Indemnify and save harmless the PGMNH, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of MPRPD, its officers, agents, and/or employees in connection with the Activity.
- Provide funding for transportation support at a minimum of \$2,000 (Two Thousand Dollars) for the term of this agreement.
 - PGMNH shall be paid upon receipt of a written invoice showing the amount due, program services and a detailed summary of the services that were provided. PGMNH shall submit the written invoices monthly. Final invoice must be submitted by July 15, 2019. MPRPD will provide payment within 30-days of receipt of the invoice.

PGMNH will:

- Further develop and deliver watershed monitoring curriculum (property of PGMNH), including but not limited to:
 - Procure equipment and supplies for programs (property of PGMNH);
 - Outreach to schools and recruit students and teachers for program involvement;
- Deliver two end of year reports

- A report detailing students served during the year
- A report of water quality test results measured during the year.
- Be responsible for all damages to persons or property that occur as a result of PGMNH's or its officers, agents, and/or employees fault or negligence in connection with PGMNH's participation in the Activity; and
- Indemnify and save harmless the MPRPD, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of PGMNH, its officers, agents, and/or employees in connection with the Activity.

MPRPD and PGMNH will:

- Attend planning sessions, as needed, and/or communicate effectively in support of program success.
- Provide data or statistics, as needed.
- Coordinate to determine program scheduling.
- Background check (Department of Justice fingerprint/live scan) every officer, employee or agent who will have contact with children in the performance of duties under this MOU or in operation of the grant services covered by this MOU. No officer, employee or agent shall be allowed to have contact with children as a part of this program if the individual has been convicted or entered a plea of no contest to any felony or misdemeanor offense that involved children.

Each party shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in section IV below.

IV. INSURANCE

General conditions pertaining to provision of insurance coverage by PGMNH and MPRPD. Both parties agree to the following with respect to insurance provided:

- **General liability insurance.** Both parties shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- **Automobile liability insurance.** PGMNH shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the PGMNH arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- **Proof of insurance.** PGMNH shall provide certificates of insurance to MPRPD as evidence of the insurance coverage required herein, along with a waiver of subrogation

endorsement for workers' compensation. Insurance certificates and endorsements must be approved by MPRPD's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with MPRPD at all times during the term of this contract. MPRPD reserves the right to require complete, certified copies of all required insurance policies, at any time.

- **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against MPRPD, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow PGMNH or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. PGMNH hereby waives its own right of recovery against MPRPD, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **Additional insured status.** General liability policies shall provide or be endorsed to provide that MPRPD and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- Certificate(s) are to reflect that the insurer will provide 30 days' notice to District of any cancellation of coverage. Parties agree to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- Parties agree to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project, provide the same minimum insurance coverage required. Parties agree to monitor and review all such coverage and assume all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Parties agree that upon request, all agreements with subcontractors and others engaged in the project will be submitted to each party for review.

V. TERMS OF UNDERSTANDING

The term of this MOU is effective _____, 2018 through June 30, 2019 and may be extended upon written mutual agreement. Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

Authorization

The signing of this MOU is a formal undertaking. The signatories and their representatives shall strive, to the best of their ability, to reach the objectives stated in this document.

Name: _____
Kelly Sorenson, President
Board of Directors
Monterey Peninsula Regional Park District

Date: _____

Name: _____
Jeanette Kihs, Executive Director
Pacific Grove Museum of Natural History

Date: _____

Approved as to Form:
Michael Wilden, Attorney for
Monterey Peninsula Regional Park District